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8 UNITED STATES DISTRICT COURT  
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION

11 UNITED STATES OF AMERICA and  
12 STATE OF CALIFORNIA *ex rel.*  
13 KENNETH BRYAN,

14 Plaintiffs,

15 v.

16 NASSIR MEDICAL CORPORATION  
17 d/b/a CANCER CARE INSTITUTE, A  
CORPORATION; and YOURAM  
NASSIR, M.D.,

18 Defendants.  
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No. LA CV16-02289-JAK (ASx)

**CONSENT JUDGMENT**

**JS-6: Case Terminated**

1        *Qui tam* plaintiff Kenneth Bryan (“Relator”); plaintiff the United States of  
2 America, acting through the United States Department of Justice and on behalf of the  
3 Office of Inspector General (“OIG-HHS”) of the Department of Health and Human  
4 Services (“HHS”) (collectively, the “United States”); plaintiff the State of California  
5 (“California”); and defendants Youram Nassir, M.D. and Nassir Medical Corporation  
6 d/b/a Cancer Care Institute (collectively, “Defendants”), through their respective  
7 counsel, have stipulated to the entry of Consent Judgment against defendants. Good  
8 cause appearing, it is hereby **ORDERED, ADJUDGED, and DECREED** as follows:

9        1. Pursuant to a Settlement Agreement entered into by the United States,  
10 California, Relator, and Defendants (the “Parties”) on November 15, 2019  
11 (the “Effective Date”), Defendants shall pay to the United States and  
12 California a total of \$3,356,565.00 plus applicable interest as described  
13 below (the “Settlement Amount”), of which \$1,122,847.11 is restitution.  
14 Defendants shall pay the following amounts to the United States and  
15 California under the following terms and conditions:

- 16        a. No later than seven days after the Effective Date of the Settlement  
17 Agreement, Defendants shall pay the United States \$960,936.83;  
18        b. No later than seven days after the Effective Date of the Settlement  
19 Agreement, Defendants shall pay California \$395,628.17;  
20        c. No later than six months after the Effective Date of the Settlement  
21 Agreement, Defendants shall pay the United States \$708,360.34 plus  
22 accrued interest at a rate of 2.125% from the Effective Date of the  
23 Settlement Agreement;  
24        d. No later than six months after the Effective Date of the Settlement  
25 Agreement, Defendants shall pay California \$291,639.66 plus  
26 accrued interest at a rate of 2.125% from the Effective Date of the  
27 Settlement Agreement;  
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- 1 e. No later than eighteen months after the Effective Date of the  
2 Settlement Agreement, Defendants shall pay the United States  
3 \$708,360.34 plus accrued interest at a rate of 2.125% from the  
4 Effective Date of the Settlement Agreement;
- 5 f. No later than eighteen months after the Effective Date of this  
6 Agreement, Defendants shall pay California \$291,639.66 plus  
7 accrued interest at a rate of 2.125% from the Effective Date of the  
8 Settlement Agreement;
- 9 g. The above defined payments to the United States (the “Federal  
10 Settlement Amount”) shall be made by electronic funds transfer  
11 pursuant to written instructions provided by the Office of the United  
12 States Attorney for the Central District of California;
- 13 h. The above defined payments to California (the “California Settlement  
14 Amount”) shall be made by electronic funds transfer pursuant to  
15 written instructions provided by the California Attorney General’s  
16 Office; and
- 17 i. The above defined payments may be prepaid, in whole or in part,  
18 without penalty.
- 19 2. As long as Defendants make the payments ordered in paragraph 2, neither  
20 the United States nor California shall execute on the Consent Judgment.  
21 But if Defendants fail to make any payment as ordered in paragraph 2, then  
22 (a) the full Settlement Amount shall be immediately due and payable, (b)  
23 the United States shall have the right to immediately execute on the Consent  
24 Judgment for the full remaining unpaid balance of the Federal Settlement  
25 Amount, (c) California shall have the right to immediately execute on the  
26 Consent Judgment for the full remaining unpaid balance of the California  
27 Settlement Amount, and (d) Defendants shall be liable to the United States  
28 and California for all costs and expenses, including but not limited to

1 attorney's fees, incurred by the United States and California in connection  
2 with enforcing this Consent Judgment.

- 3 3. In the event that Defendants fail to pay any amount as provided in  
4 Paragraph 1 within 10 business days of the date on which such payment is  
5 due, Defendants shall be in default of their payment obligations (Default).  
6 In the event of such Default, OIG-HHS may exclude Defendants from  
7 participating in all federal health care programs until Defendants pay the  
8 Settlement Amount and reasonable costs and expenses as set forth above.  
9 OIG-HHS will provide written notice of any such exclusion to Defendants.  
10 Defendants waive any further notice of the exclusion under 42 U.S.C. §  
11 1320a-7(b)(7), and agree not to contest such exclusion either  
12 administratively or in any state or federal court. Reinstatement to program  
13 participation is not automatic. If at the end of the period of exclusion  
14 Defendants wish to apply for reinstatement, Defendants must submit a  
15 written request for reinstatement to OIG-HHS in accordance with the  
16 provisions of 42 C.F.R. §§ 1001.3001-3005. Defendants will not be  
17 reinstated unless and until OIG-HHS approves such request for  
18 reinstatement.
- 19 4. This Court retains jurisdiction to resolve any disputes regarding (a)  
20 Relator's statutory share from the United States, pursuant to 31 U.S.C. §  
21 3730(d); (b) Relator's statutory share from California, pursuant to Cal.  
22 Gov't Code § 12652(g); and (c) Relator's reasonable expenses, attorney's  
23 fees, and costs from Defendants, pursuant to 31 U.S.C. § 3730(d) and Cal  
24 Gov't Code § 12652(g)(8).

25 **IT IS SO ORDERED.**

26 Dated: December 20, 2019

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JOHN A. KRONSTADT  
UNITED STATES DISTRICT JUDGE